

RECORDATION NO. 21963-A FILED

LAW OFFICES

REA, CROSS & AUCHINCLOSS  
SUITE 570

JAN 14 '99

2-55PM

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DONALD E. CROSS (1923-1986)

BY HAND

January 14, 1999

Ms. Janice Fort  
Equipment Recordation Office  
Surface Transportation Board  
1925 K Street, N.W.  
Washington, D.C. 20423-0001

RE: Assignment of Lease Agreement on Railroad Locomotives  
Canada Southern Railway Company, Incorporated - Assignor  
DVI Financial Services, Inc. - Assignee

Dear Ms. Fort:

Enclosed for recordation pursuant to the provisions of 49  
U.S.C. Section 11303 is the following document:

An original copy of an Assignment of Lease Agreement  
dated January 11th, 1999 -- a secondary document as defined in the  
Board's Rules for Recordation of Documents under 49 CFR § 1177.  
The names and addresses of the parties to this Lease Agreement are:

Assignor: Canada Southern Railroad Company  
916 Vine Street  
Connersville, IN 47331

Assignee: DVI Financial Services, Incorporated  
500 Hyde Park  
Doylestown, PA 18901

A full description of the railroad equipment covered by  
this Assignment of Lease Agreement is as follows:.

Two GP-9 class locomotives (as described and identified  
in Appendix A of the original Lease Agreement executed as  
of January 4, 1999).

*Counterpart - Robert A. Wimbish*

Ms. Janice Fort  
January 14, 1999  
Page Two

A short summary of the enclosed document to appear in the Board's index is:

Assignment of Lease Agreement dated January 11, 1999, between Canada Southern Railway Company, Incorporated (Assignor) and DVI Financial Services, Incorporated (Assignee) covering two GP-9 class locomotives.

A recordation fee of \$26.00 is enclosed.

Please let me know if you need anything else.

Sincerely Yours,

A handwritten signature in cursive script that reads "Robert A. Wimbish".

Robert A. Wimbish

Enclosures

SURFACE TRANSPORTATION BOARD  
WASHINGTON, D.C. 20423-0001

OFFICE OF THE SECRETARY

Robert A. Wimbush  
Rea, Cross & Auchincloss  
1707 L St., NW., Ste. 570  
Washington, DC., 20036

Dear Sir:

The enclosed documents (s) was recorded pursuant to the provisions of 49 U.S.C.  
11301 and CFR 1177.3 (c), on 1/14/99 at 2:55PM, and  
assigned recordation numbers (s): 21963 and 21963-A.

Sincerely Yours,

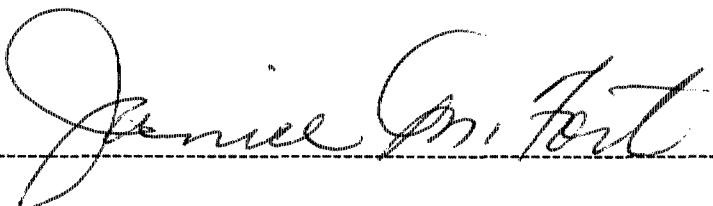
  
Vernon A. Williams

Enclosure(s)

52.00

\$\_\_\_\_\_ The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid. In the event of an error or any questions concerning this fee, you will receive a notification after the Surface Transportation Board has an opportunity to examine your document.

Signature\_\_\_\_\_



JAN 14 '99

2-55PM

# ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT, made this 11th day of January, 1999 between DVI Financial Services, Incorporated (DVI) and Canada Southern Railway Company, Incorporated (CASO),

WITNESS THAT,

WHEREAS, DVI and CASO have entered into a certain Master Equipment Loan (Loan) dated March 11, 1997 providing for a Loan on certain locomotives, and:

WHEREAS, CASO desires to amend the Loan to fund certain additional locomotives to be leased by CASO to Cascade Rail Corp, Incorporated, d/b/a Nobles Rock Railroad (Lessee) covered by Lease Agreement 8E05 (Lease) attached hereto and made a part hereof:

NOW THEREFORE, for the valuable consideration contained herein, the parties agree to be bound as follows:

## 1. Assignment

As a material inducement for DVI to make said Loan to CASO, CASO agrees to assign in full to DVI all of CASO's rights and interest in the Lease. This assignment shall be exclusive to DVI and CASO shall not further assign or encumber the Lease without the written consent of DVI.

## 2. Term

The term of this assignment shall run concurrent with the term of the Loan and shall remain in full force and effect as long as any of the obligations, liabilities and indebtedness of the Loan remain outstanding.

## 3. Concurrence of Lessee

CASO represents to DVI that Lessee has fully concurred to this assignment as indicated in section 18(e) of the Lease.

## 4. Waiver

No waiver of any right hereunder shall be deemed a waiver or forfeiture of such right as to future matters.

## 5. Governing Law

This Assignment Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers or principals as identified below:

For CASO:

by: R Powell Felix

Title: President

R. Powell Felix  
(print name)

For DVI:

by: [Signature]

Title: Vice President

Raymond D. [Signature]  
(print name)

City of Washington )  
 ) ss.  
District of Columbia)

1. I am submitting for recordation with the Surface Transportation Board the attached copy of an "Assignment Agreement" dated as of January 11, 1999, by and between Canada Southern Railway Company, Inc. ("Assignor") and DVI Financial Services, Inc. ("Assignee").

Robert G. Wimbush  
(Signature)

Subscribed and sworn to before me, a Notary Public, in  
and for the City of Washington, District of Columbia, this 14th  
day of January, 1999.

pires: 03/31/2001

Mary Roberson  
(Notary Public)